

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
SOUTHERN DIVISION

In re: Rubenia Artelle Mantooth

Case No. 10-16707
Chapter 13

**MODIFIED PLAN TO SURRENDER MOTORCYCLE,
INCREASE IN EXPENSES
& CLAIMS FILED
February 4, 2014**

1. Payments and Term.

The debtors will pay the chapter 13 trustee as follows: **TO BE PAID \$380.00 MONTHLY VIA DIRECT PAY.**

2. Priority Claims (including administrative expenses).

- (a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney.
- (b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.

3. Secured Claims.

- (a) *Cramdowns.* The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(1) below.

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>	<u>Monthly Payment</u>	<u>Interest Rate</u>
CBTFCU	1998 Dodge Ram	\$1,032.71	\$53.00	7.25%

- (b) *Surrender.* The debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

Creditor

Collateral to Be Surrendered

Long-Term Mortgages. The holders of the following mortgage claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection. Increases in the monthly maintenance payments during the life of the plan will be paid by the indicated payer.

<u>Creditor</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Arrearage Monthly Payment</u>	<u>Maintenance Payment</u>	<u>Payment by: (Trustee or Debtor)</u>
21 st Mortgage Corp.			\$28.00	\$216.26	Trustee

De Novo Review. Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. **Unsecured Claims.**

(a) *Nonpriority.* Except as provided in subparagraph(b) and in paragraph 6 below, allowed nonpriority unsecured claims will be paid pro rata.

5. **Executory Contracts and Unexpired Leases.** Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above:

<u>Other Party to Contract</u>	<u>Property Description</u>	<u>Contract Number</u>
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6. **Special Provisions.** (such as co-signed debts, debts paid by third party, student loans, special priority debts)

**eCAST SETTLEMENT CORP -To be surrendered in full satisfaction of the debt.
(2007 Yamaha Motorcycle)**

<u>Creditor</u>	<u>Property Description</u>	<u>Debt</u>	<u>Estimated Payment</u>	<u>Interest Rate</u>	<u>Payment By: (Trustee or Debtor)</u>
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7. **Liens to be avoided under §§506 & 522(f).** Confirmation of this plan shall constitute an order avoiding the liens of the following creditors:

**Security Finance (misc. items)
World Finance (misc. items)**

8. **Property of the Estate.** All property of the Debtor(s) is included as property of the estate and shall remain so until discharge unless otherwise ordered by the court.

Date: 2/4/14

Signature /s/


RICHARD BANKS & ASSOCIATES, P.C.

Richard L. Banks #000617

Rebble S. Johnson #011548

Andrew B. Morgan #026879

Attorney for debtor(s)

PO Box 1515

Cleveland, TN 37364-1515

423-479-4188

Date: 2/4/14

Signature: /s/ Rubenia Artelle Mantooth

Rubenia Artelle Mantooth, Debtor